

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

DUBAR STEVENS and)
DUASJER STEVENS,)
)
Plaintiffs,)
)
v.) Case No.: _____
)
GFC LENDING, LLC., d/b/a)
GO FINANCIAL, INC.,)
)
Defendant.)

CLASS ACTION COMPLAINT

Come now the Plaintiffs, by and through their attorneys of record, and bring the following Class Action Complaint against the Defendant.

PARTIES

1. Plaintiffs are resident citizens of Alabama and are over nineteen years of age.
2. Plaintiffs are “consumers” as defined by the Equal Credit Opportunity Act and the Credit Repair Organizations Act.
3. Defendant GFC Lending, LLC is a foreign limited liability company doing business as “GO Financial,” whose principal place of business is 4020 East Indian School Road, Phoenix, AZ 85233 (hereafter “GO Financial” or Defendant”).

4. Defendant is engaged in the business of providing automobile sales financing, and regularly reviews credit applications and issues credit to consumers in Alabama and elsewhere.

5. Defendant is a subsidiary of DriveTime Automotive Group, Inc. (hereinafter “DriveTime”). In a 2013 S-4 filed in 2013 with the Securities and Exchange Commission, the following description of GFC Lending is found:

Indirect Lending-GO Financial. In December 2011, we launched a new indirect lending line of business, GFC Lending LLC dba GO Financial (“GO Financial” or “GO”). GO provides subprime auto financing to third-party automobile dealerships. The third-party automobile dealerships originate retail installment sales contracts to finance purchases of vehicles by customers with demographics similar to DriveTime. GO enters into a dealer servicing agreement with each of the third-party automobile dealerships whereby, subsequent to verification of a qualifying customer loan, GO advances funds to the dealership through a non-recourse loan (“dealer advance”). Once originated, GO performs the loan servicing of both the dealer advance to the dealership and the underlying customer loan to the end customer. Another subsidiary of DT Acceptance Corporation (“DTAC”), DT Credit Company, LLC (“DTCC”) serves as the servicer of the underlying customer loans, on behalf of GO. We believe this indirect lending program provides an opportunity to independent dealerships to sell additional vehicles to customers with subprime credit, and provides us with incremental profitability to supplement our existing operations. At December 31, 2012 we had \$41.0 million in dealer finance receivables outstanding.

6. GO maintains a webpage, which describes its lending activities:

GO is a subsidiary of the largest privately owned chain of subprime financing dealerships in the country. GO has sold and funded over 850,000 subprime auto loans. That’s right 850,000. We also have successfully completed over \$7.5 billion in securitizations through the

use of our Pooled Auto Loan Program (PALP). A lot of loans. A lot of money. Could you use some of it?

7. As of December 31, 2013, GO operated 110 dealerships and 20 reconditioning facilities in 20 states. GO operates two dealerships in Birmingham, Alabama, dating from October 2010, and one dealership and a reconditioning facility in Mobile, Alabama, since December 2010. DriveTime 10-K filed with the Securities and Exchange Commission on March 24, 2014, Item 2, Properties.

8. GO is well aware of its obligations to provide adverse action notices within 30 days as required by 15 U.S.C. § 1691(d)(1). Again, the 10-K filed by DriveTime on March 25, 2014, explains:

The U.S. lending and used vehicle sales industries are highly regulated under various U.S. Federal laws, including the Truth-in-Lending, Truth-in-Savings, Equal Credit Opportunity, Fair Credit Reporting, Fair Debt Collection Practices Service Members Civil Relief, and Unfair and Deceptive Practices Acts, as well as various state laws. We are subject to inspections, examinations, supervision, and regulation by each state in which we are licensed and the Federal Trade Commission. Additional legal and regulatory matters affecting the Company's activities are further discussed in the Item 1A-Risk Factors section of this annual report on Form 10-K.

At the federal level, Congress enacted comprehensive financial regulatory reform legislation on July 21, 2010. A significant focus of the new law (the Dodd-Frank Act) is heightened consumer protection. The Dodd-Frank Act established a new body, the Consumer Financial Protection Bureau ("CFPB"), which has regulatory, supervisory, and enforcement powers over providers of consumer financial products and services, including us, including explicit supervisory authority to examine and require registration of non-depository lenders and promulgate rules that can affect the practices and activities of lenders.

Future rule making could also ultimately lead to our being under the examination authority of the CFPB.

Although the Dodd-Frank Act expressly provides that the CFPB has no authority to establish usury limits, some consumer advocacy groups have suggested that various forms of alternative financial services or specific features of consumer loan products should be a regulatory priority, and it is possible that at some time in the future the CFPB could propose and adopt rules making such lending services materially less profitable or impractical, which may impact finance loans or other products that we offer.

9. In the Risk Factors section of the 10-K, DriveTime writes:

The Dodd-Frank Act and the creation of the CFPB has and likely will continue to increase our regulatory compliance efforts and associated costs.

We are subject to the Dodd-Frank Act of 2010 (the “Dodd-Frank Act”), which represents a comprehensive overhaul of the rules and regulations governing the financial services industry, including the establishment and operation of the Consumer Financial Protection Bureau (the “CFPB”) as an independent entity within the Federal Reserve. The CFPB has broad regulatory authority over consumer protection matters applicable to entities offering consumer financial services or products, including non-bank commercial companies in the business of extending credit and servicing consumer loans.

FACTS

10. This is an Equal Credit Opportunity Act case arising out of the Plaintiffs’ attempts to purchase a vehicle from Nexcar, LLC, a used car lot in west Mobile, Alabama, which does business as “Champion Automotive.”

11. On Friday, June 13, 2014, Plaintiff Duasjer Stevens went shopping for a vehicle at Champion Automobile. One of the sales agents, a man calling himself

“Orlando,” took Duasjer’s personal information and used it to retrieve a credit report on her.

12. Employees at Champion Automotive sent Plaintiff Duasjer’s credit application to Defendant GO Financial. Defendant denied Duasjer’s application. Orlando told Duasjer that she would need a co-signer in order to get approved.

13. Duasjer called her brother, Plaintiff Dubar Stevens. He came to the car lot and provided his personal information to run a credit check. The employees of the dealership sent Dubar Stevens’ credit application to the Defendant.

14. The Plaintiffs were told that they had been approved, and they agreed to purchase a vehicle from Champion Automotive through a retail installment sales agreement.

15. Plaintiffs drove away in the vehicle, believing the deal was complete. However, Defendant had not approved the Plaintiffs’ application for financing.

16. Champion Automotive contacted the Plaintiffs several times over the next few weeks in an effort to complete the sale of the vehicle and obtain financing from the Defendant.

17. Separate applications for credit were sent to Defendant: on June 13, 2014 from Duasjer Stevens and Dubar Stevens, and on July 18, 2014 from Dubar Stevens.

18. Though the Plaintiffs had been led to believe that they had been granted financing, in truth they had been denied by the Defendant.

19. Plaintiffs were not notified of any decision on their applications until after August 25, 2014. Many of the Statements of Adverse Action sent by the Defendant to the Stevenses show on their face that the notices were outside the 30-day window of ECOA found in 15 U.S.C. §1691(d)(1). (See Exhibits A through F attached hereto.)

20. The vehicle was repossessed from the Plaintiffs on August 9, 2014. With that repossession, the Plaintiffs lost their vehicle, their down payment, and the opportunity to make an informed decision on the purchase of their car. Had the notices been timely sent, the Plaintiffs would have been informed of the fraudulent nature of the dealer's conduct and could have taken appropriate steps to protect their interests.

21. Plaintiffs were not notified of any denial of credit until more than two weeks after the repossession.

PLAINTIFFS' CLASS ALLEGATIONS

22. The Class which the named Plaintiffs seek to represent consists of those consumers, as defined by the Equal Credit Opportunity Act, and the Fair Credit Reporting Act, who, within the four years immediately preceding the filing of this Complaint were either denied credit by the Defendant or to whom the

Defendant refused to grant credit in substantially the amount or on substantially the terms requested, and who were not sent timely adverse action notices within the meaning of the Equal Credit Opportunity Act and/or the Fair Credit Reporting Act. The class does not include those consumers who have filed separate actions making these allegations. Also excluded from the class are any employees, agents, or affiliates of the Defendant.

23. The members of the Class are so numerous that joinder of all members is impracticable.

24. As of this time, the exact number in the Class is unknown but on information and belief the class number is in the hundreds, if not thousands, of consumers.

25. The Plaintiffs' treatment by the Defendants is typical of the members of the Class. Specifically, Plaintiffs were not issued a timely notice of the adverse action within 30 days of the Defendant's receipt of an application.

26. The Plaintiffs will fairly and adequately protect the interests of the Class and have retained counsel who are competent and experienced in class litigation. The Plaintiffs have no interests that are adverse or antagonistic to the Class.

27. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy. Since the damages suffered by many

Class members may be small, the expense and burden of individual litigation makes it virtually impossible for the Class members individually to seek redress for the wrongful conduct alleged.

28. Common questions of law or fact exist as to all members of the Class, and predominate over any questions that only affect individual members of the Class. Among the questions of law of fact common to the Class are:

- Whether the adverse action notices were sent to the representative Plaintiffs and the class in a timely manner under the Equal Credit Opportunity Act and the Fair Credit Reporting Act?
- Whether the determinations made by the Defendant constituted an adverse action triggering the duty to provide notice?
- Whether the representative Plaintiffs and the class members are entitled to actual damages?
- Whether the representative Plaintiffs and the class members are entitled to statutory punitive damages under the Equal Credit Opportunity Act;
- Whether the representative Plaintiffs and the class members are “consumers” within the meaning of the Equal Credit Opportunity Act and the Fair Credit Reporting Act?
- Whether the Defendant is subject to the requirements of the Equal Credit Opportunity Act and the Fair Credit Reporting Act?

29. The Plaintiffs know of no difficulty which will be encountered in the management of this litigation which would preclude its maintenance as a Class Action.

30. Notice can be provided to the Class members via First Class U. S. Mail or other appropriate means as may be directed by the Court.

COUNT ONE: EQUAL CREDIT OPPORTUNITY ACT

31. Plaintiffs reallege and incorporate by reference paragraphs 1 through 30 above.

32. The Equal Credit Opportunity Act “contain(s) broad anti-discrimination provisions that ‘make it unlawful for any creditor to discriminate against any applicant with respect to any credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age.’” *Capitol Indem. Corp. v. Aulakh*, 313 F.3d 200, 202 (4th Cir. 2002) (quoting 15 U.S.C. § 1691(a)(1)).

33. An indispensable element of the protections provided by ECOA are the procedural requirements that creditors provide applicant with written statements describing and explaining any adverse actions taken.

34. “The availability of credit may have a profound impact on any individual’s ability to exercise the substantive civil rights guaranteed by the Constitution.”¹

35. The Defendant has chosen to ignore its duties under ECOA and, as a result, has damaged the Plaintiffs as described above and deprived the Plaintiffs of important civil rights.

36. Defendant is a “creditor” as defined by 15 U.S.C. § 1691a(e), as Defendant regularly extends credit, arranges for credit, and/or participates in decisions to extend credit.

37. Within 30 days of receipt of any application for credit, a creditor shall notify the applicant of its action on the application. 15 U.S.C. § 1691(d)(1). Moreover, “each applicant against whom adverse action is taken shall be entitled to a statement of reasons for such action from the creditor.” 15 U.S.C. § 1691(d)(2).

38. “Adverse action” includes a denial of credit *and* “a refusal to grant credit ... on substantially the terms requested.” “A notification given to an applicant when adverse action is taken shall be in writing...” 12 CFR 1002.9(a)(2).

39. Duasjer Stevens was denied credit in response to an application submitted to Defendant on or about June 13, 2014. Dubar Stevens was denied credit

¹ Comment, *Equal Credit for All – An analysis of the 1976 Amendments to the Equal Credit Opportunity Act*, 22 St. Louis U.L.J. 326 (1978).

in response to an application submitted to Defendant on or about June 13, 2014 and July 18, 2014.

40. No written adverse action notice was provided to either Plaintiff under after August 25, 2014, well beyond the 30 days required by ECOA.

41. In this case, the Plaintiffs have been damaged by the Defendant's failure to comply with ECOA because had they known the true status of their financing on or before July 13, when the first adverse action notice was due, they would have been alerted to the fraudulent nature of the car sale and would have been able to take action to prevent the loss of the vehicle and the loss of their down payment.

42. In failing to timely send the adverse action notices, Defendant becomes complicit in the unfair business practices operating in this case and thereby allowed the Plaintiffs to proceed ignorant of their rights until it was too late for them to prevent the damage.

43. The Plaintiffs are entitled to actual and punitive damages. 15 U.S.C. § 1691e(a) provides that "any creditor who fails to comply with any requirement imposed [by ECOA] shall be liable to the aggrieved applicant for any actual damages sustained." Moreover, 15 U.S.C. § 1691e(b) provides that "Any creditor... who fails to comply with any requirement imposed under this subchapter

shall be liable to the aggrieved applicant for punitive damages in an amount not greater than \$10,000, in addition to any actual damages..." (emphasis added.)

44. Defendant has failed to comply with the notice requirements of 15 U.S.C. § 1691(d)(1) and (2).

45. This Court has jurisdiction under 15 U.S.C. § 1691e(c) to order equitable and declaratory relief, as well as award actual damages for Defendant's violations of the ECOA.

46. 15 U.S.C. § 1691e(d) provides that where a defendant is found liable for any violations of ECOA, "the costs of the action, together with a reasonable attorney's fee as determined by the court, shall be added to the damages awarded..."

47. Defendant is liable to each Plaintiff for actual damages, punitive damages of \$10,000, plus costs and attorney's fees for its violations of ECOA.

COUNT TWO: FAIR CREDIT REPORTING ACT

48. Plaintiffs reallege and incorporate by reference paragraphs 1 through 47 above.

49. On at least two occasions in June and July 2014, the Defendant took adverse action against Plaintiff Dubar Sevens by failing to grant credit in substantially the terms requested in his application.

50. On or about July 23, 2014, Defendant took adverse action against Plaintiff Duasjer Stevens by denying her credit as requested in her application.

51. With respect to both Plaintiffs, the denial of their credit applications by Defendant was made at least in part based on the Plaintiffs' credit reports.

52. 15 U.S.C. §1681m requires that when "any person takes an adverse action with respect to any consumer that is based in whole or in part on any information contained in a consumer report, the person shall..."

- (a) Notify the consumer of the adverse action taken;
- (b) Provide the consumer with the name, address, and telephone number of the credit reporting agency that furnished the credit report;
- (c) Notify the consumer that they have the right to obtain a free copy of whatever credit report the denials was based upon; and
- (d) Notify the consumer of their right to dispute the accuracy of completeness of the information contained in the report.

53. The Defendant did not provide Plaintiff Duasjer Stevens with a written notice regarding the denial of her credit until after August 25, 2014, and never provided Plaintiff Dubar Stevens an adverse action notice as required by the FCRA.

54. A reasonable time for providing such notice would have been no more than 30 days. It was unreasonable for Defendant to provide an adverse action notice regarding the June 13 applications after August 25, 2014.

55. The adverse action notice rights provided by the Fair Credit Reporting Act exist separately from those provided by the Equal Credit Opportunity Act.

56. The Defendant failed to provide the notices or information required by 15 U.S.C. § 1681m.

57. The failure to provide such information is damaging to the consumer because it deprives them of their rights to know why adverse actions are being taken against them and how they may address the problems.

58. In this case, the Defendant's failure to provide the information required by the Fair Credit Reporting Act directly damaged the Plaintiffs by furthering the asymmetry of information that plagued their dealings with the dealership.

59. The Defendant's violations of the Fair Credit Reporting Act were willful.

60. 15 U.S.C. § 1681n provides that willful noncompliance with the Act entitles the Plaintiffs to actual damages, statutory damages of up to \$1,000, punitive damages, and attorney's fees.

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully prays this Honorable Court issue an Order:

A. Certifying this matter as a class action as herein defined;

B. Entering a declaratory judgment that the Defendant has violated the Equal Credit Opportunity Act and the Fair Credit Reporting Act;

C. Awarding actual damages, punitive damages of \$10,000 per Plaintiff, costs, and attorney's fees for the Defendant's violations of the Equal Credit Opportunity Act;

D. Awarding actual damages, statutory damages of \$1,000 per Plaintiff, costs, and attorney's fees for the Defendant's violations of the Fair Credit Report Act;

E. Such other, further, and general relief as the Court deems just and appropriate.

PLAINTIFFS DEMAND TRIAL BY JURY.

/s/ Samuel M. Hill
Samuel M. Hill
ASB-8820-H46S
Attorney for the Plaintiffs
The Law Offices of Sam Hill, LLC
265 Riverchase Parkway E., Suite 202
Birmingham, AL 35244-2898
Telephone: (205) 985-5099
Facsimile: (205) 985-5093
E-mail: sam@samhilllaw.com

/s/ Judson E. Crump

Judson E. Crump
ASB-0512-U77C
Attorney for Plaintiffs
Judson E. Crump, P.C.
250 Congress Street
Mobile, AL 36603
Telephone: (251) 272-9148

PLEASE SERVE DEFENDANT BY CERTIFIED MAIL AS FOLLOWS:

GFC Lending, LLC
c/o CSC Lawyers Incorporating Svc. Inc.
2 North Jackson Street, Suite 605
Montgomery, AL 36104

EXHIBIT A

GO CREDIT
PO BOX 52526
PHOENIX, AZ 85072



08/24/2014

DUASJER STEVENS
809 GAYLE ST
MOBILE AL 36604-2861

10-123 - 1

STATEMENT OF ADVERSE ACTION

Thank you for your recent application for credit, that is described below. We regret that we are unable to approve your request for credit at this time.

Date of Application: 06/13/2014

Place of Application: Champion Automotive

If you would like a statement of specific reasons why your application was denied, please contact us as provided below within 60 days of the date of this letter. We will provide you with the statement of reasons within 30 days after receiving your request.

GO CREDIT
ATTN: Customer Service Department
PO BOX 52526
PHOENIX, AZ 85072

YES NO We used a consumer report in making our decision.

If YES is checked above, we obtained information from the consumer reporting agency identified below as part of our consideration of your application. The consumer reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you received is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Experian
701 Experian Parkway P.O. Box 2002 Allen, TX 75013
1 888 EXPERIAN (1 888 397 3742)

YES NO We used a consumer report in making our decision.

HCI# 4846-7505-4863

If YES is checked above, we also obtained your credit score from the above identified consumer reporting agency and used it in making our credit decision. Your credit score is a number that reflects the information in your consumer report. Your credit score can change, depending on how the information in your consumer report changes.

Your credit score: 423

Date: 06/13/2014

Scores range from a low of 320 to a high of 899

Key factors that adversely affected your credit score:

SERIOUS DELINQUENCY AND PUBLIC RECORD OR COLLECTION FILED

LEVEL OF DELINQUENCY ON ACCOUNTS

TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN

NUMBER OF ACCOUNTS WITH DELINQUENCY

NUMBER OF RECENT INQUIRIES ON CONSUMER REPORT

If you have any questions regarding your credit score, you should contact the consumer reporting agency at:

Experian
701 Experian Parkway P.O. Box 2002 Allen, TX 75013
1 888 EXPERIAN (1 888 397 3742)

YES NO We obtained and used a credit score in making our decision.

If YES is checked above, we obtained information from an affiliate or a third party other than a consumer reporting agency (such as your employer, landlord or credit reference you provided). Our credit decision was based in whole or in part on information obtained from such third party. Under the Fair Credit Reporting Act, you have the right to make a written request, no later than 60 days after you receive this notice, for disclosure of the nature of this information. To obtain this information, you may contact us at:

GO CREDIT
ATTN: Customer Service Department
PO BOX 52526
PHOENIX, AZ 85072

The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, sex, national origin, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

Sincerely,

GO Financial

EXHIBIT B

GO CREDIT
PO BOX 52526
PHOENIX, AZ 85072



08/26/2014

DUBAR STEVENS
809 GAYLE ST
MOBILE AL 36604-2861

57-74 - 1

STATEMENT OF ADVERSE ACTION

Thank you for your recent application for credit, that is described below. We regret that we are unable to approve your request for credit at this time.

Date of Application: 07/29/2014

Place of Application: Champion Automotive

If you would like a statement of specific reasons why your application was denied, please contact us as provided below within 60 days of the date of this letter. We will provide you with the statement of reasons within 30 days after receiving your request.

GO CREDIT
ATTN: Customer Service Department
PO BOX 52526
PHOENIX, AZ 85072

YES NO We used a consumer report in making our decision.

If YES is checked above, we obtained information from the consumer reporting agency identified below as part of our consideration of your application. The consumer reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you received is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Experian
701 Experian Parkway P.O. Box 2002 Allen, TX 75013
1 888 EXPERIAN (1 888 397 3742)

YES NO We used a consumer report in making our decision.

HCH 4846-7505-4863

If YES is checked above, we also obtained your credit score from the above identified consumer reporting agency and used it in making our credit decision. Your credit score is a number that reflects the information in your consumer report. Your credit score can change, depending on how the information in your consumer report changes.

Your credit score: N/A

Date: 07/29/2014

Scores range from a low of to a high of

Key factors that adversely affected your credit score:

NUMBER OF RECENT INQUIRIES ON CONSUMER REPORT

If you have any questions regarding your credit score, you should contact the consumer reporting agency at:

Experian
701 Experian Parkway P.O. Box 2002 Allen, TX 75013
1 888 EXPERIAN (1 888 397 3742)

YES NO We obtained and used a credit score in making our decision.

If YES is checked above, we obtained information from an affiliate or a third party other than a consumer reporting agency (such as your employer, landlord or credit reference you provided). Our credit decision was based in whole or in part on information obtained from such third party. Under the Fair Credit Reporting Act, you have the right to make a written request, no later than 60 days after you receive this notice, for disclosure of the nature of this information. To obtain this information, you may contact us at:

GO CREDIT
ATTN: Customer Service Department
PO BOX 52526
PHOENIX, AZ 85072

The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, sex, national origin, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

Sincerely,

GO Financial

EXHIBIT C

GO CREDIT
PO BOX 52526
PHOENIX, AZ 85072



08/25/2014

DUBAR STEVENS
809 GAYLE ST
MOBILE AL 36604-2861

57-73 - 1

STATEMENT OF ADVERSE ACTION

Thank you for your recent application for credit, that is described below. We regret that we are unable to approve your request for credit at this time.

Date of Application: 07/29/2014

Place of Application: Champion Automotive

If you would like a statement of specific reasons why your application was denied, please contact us as provided below within 60 days of the date of this letter. We will provide you with the statement of reasons within 30 days after receiving your request.

GO CREDIT
ATTN: Customer Service Department
PO BOX 52526
PHOENIX, AZ 85072

YES NO We used a consumer report in making our decision.

If YES is checked above, we obtained information from the consumer reporting agency identified below as part of our consideration of your application. The consumer reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you received is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Experian
701 Experian Parkway P.O. Box 2002 Allen, TX 75013
1 888 EXPERIAN (1 888 397 3742)

YES NO We used a consumer report in making our decision.

HCU 4846-7505-4863

If YES is checked above, we also obtained your credit score from the above identified consumer reporting agency and used it in making our credit decision. Your credit score is a number that reflects the information in your consumer report. Your credit score can change, depending on how the information in your consumer report changes.

Your credit score: N/A

Date: 07/29/2014

Scores range from a low of to a high of

Key factors that adversely affected your credit score:

NUMBER OF RECENT INQUIRIES ON CONSUMER REPORT

If you have any questions regarding your credit score, you should contact the consumer reporting agency at:

Experian
701 Experian Parkway P.O. Box 2002 Allen, TX 75013
1 888 EXPERIAN (1 888 397 3742)

YES NO We obtained and used a credit score in making our decision.

If YES is checked above, we obtained information from an affiliate or a third party other than a consumer reporting agency (such as your employer, landlord or credit reference you provided). Our credit decision was based in whole or in part on information obtained from such third party. Under the Fair Credit Reporting Act, you have the right to make a written request, no later than 60 days after you receive this notice, for disclosure of the nature of this information. To obtain this information, you may contact us at:

GO CREDIT
ATTN: Customer Service Department
PO BOX 52526
PHOENIX, AZ 85072

The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, sex, national origin, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

Sincerely,

GO Financial

EXHIBIT D

GO CREDIT
PO BOX 52526
PHOENIX, AZ 85072



08/25/2014



DUBAR STEVENS
809 GAYLE ST
MOBILE AL 36604-2861

57-71-1

STATEMENT OF ADVERSE ACTION

Thank you for your recent application for credit, that is described below. We regret that we are unable to approve your request for credit at this time.

Date of Application: 07/18/2014

Place of Application: Champion Automotive

If you would like a statement of specific reasons why your application was denied, please contact us as provided below within 60 days of the date of this letter. We will provide you with the statement of reasons within 30 days after receiving your request.

GO CREDIT
ATTN: Customer Service Department
PO BOX 52526
PHOENIX, AZ 85072

YES NO We used a consumer report in making our decision.

If YES is checked above, we obtained information from the consumer reporting agency identified below as part of our consideration of your application. The consumer reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you received is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Experian
701 Experian Parkway P.O. Box 2002 Allen, TX 75013
1 888 EXPERIAN (1 888 397 3742)

YES NO We used a consumer report in making our decision.

HC# 4846-7505-4863

If YES is checked above, we also obtained your credit score from the above identified consumer reporting agency and used it in making our credit decision. Your credit score is a number that reflects the information in your consumer report. Your credit score can change, depending on how the information in your consumer report changes.

Your credit score: N/A

Date: 07/18/2014

Scores range from a low of to a high of

Key factors that adversely affected your credit score:

NUMBER OF RECENT INQUIRIES ON CONSUMER REPORT

If you have any questions regarding your credit score, you should contact the consumer reporting agency at:

Experian
701 Experian Parkway P.O. Box 2002 Allen, TX 75013
1 888 EXPERIAN (1 888 397 3742)

YES NO We obtained and used a credit score in making our decision.

If YES is checked above, we obtained information from an affiliate or a third party other than a consumer reporting agency (such as your employer, landlord or credit reference you provided). Our credit decision was based in whole or in part on information obtained from such third party. Under the Fair Credit Reporting Act, you have the right to make a written request, no later than 60 days after you receive this notice, for disclosure of the nature of this information. To obtain this information, you may contact us at:

GO CREDIT
ATTN: Customer Service Department
PO BOX 52526
PHOENIX, AZ 85072

The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, sex, national origin, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

Sincerely,

GO Financial

EXHIBIT E

GO CREDIT
PO BOX 52526
PHOENIX, AZ 85072



08/25/2014

STEVEN DUBAR
809 GAYLE ST
MOBILE AL 36604-2861

57-72-1

STATEMENT OF ADVERSE ACTION

Thank you for your recent application for credit, that is described below. We regret that we are unable to approve your request for credit at this time.

Date of Application: 06/13/2014

Place of Application: Champion Automotive

If you would like a statement of specific reasons why your application was denied, please contact us as provided below within 60 days of the date of this letter. We will provide you with the statement of reasons within 30 days after receiving your request.

GO CREDIT
ATTN: Customer Service Department
PO BOX 52526
PHOENIX, AZ 85072

YES NO We used a consumer report in making our decision.

If YES is checked above, we obtained information from the consumer reporting agency identified below as part of our consideration of your application. The consumer reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you received is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Experian
701 Experian Parkway P.O. Box 2002 Allen, TX 75013
1 888 EXPERIAN (1 888 397 3742)

YES NO We used a consumer report in making our decision.

HCH# 4846-7505-4863

If YES is checked above, we also obtained your credit score from the above identified consumer reporting agency and used it in making our credit decision. Your credit score is a number that reflects the information in your consumer report. Your credit score can change, depending on how the information in your consumer report changes.

Your credit score: N/A

Date: 07/07/2014

Scores range from a low of to a high of

Key factors that adversely affected your credit score:

NUMBER OF RECENT INQUIRIES ON CONSUMER REPORT

If you have any questions regarding your credit score, you should contact the consumer reporting agency at:

Experian
701 Experian Parkway P.O. Box 2002 Allen, TX 75013
1 888 EXPERIAN (1 888 397 3742)

YES NO We obtained and used a credit score in making our decision.

If YES is checked above, we obtained information from an affiliate or a third party other than a consumer reporting agency (such as your employer, landlord or credit reference you provided). Our credit decision was based in whole or in part on information obtained from such third party. Under the Fair Credit Reporting Act, you have the right to make a written request, no later than 60 days after you receive this notice, for disclosure of the nature of this information. To obtain this information, you may contact us at:

GO CREDIT
ATTN: Customer Service Department
PO BOX 52526
PHOENIX, AZ 85072

The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, sex, national origin, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

Sincerely,

GO Financial

EXHIBIT F

GO CREDIT
PO BOX 52526
PHOENIX, AZ 85072



08/25/2014

DUBAR STEVENS
809 GAYLE ST
MOBILE AL 36604-2861

57-70-1

STATEMENT OF ADVERSE ACTION

Thank you for your recent application for credit, that is described below. We regret that we are unable to approve your request for credit at this time.

Date of Application: 07/18/2014

Place of Application: Champion Automotive

If you would like a statement of specific reasons why your application was denied, please contact us as provided below within 60 days of the date of this letter. We will provide you with the statement of reasons within 30 days after receiving your request.

GO CREDIT
ATTN: Customer Service Department
PO BOX 52526
PHOENIX, AZ 85072

YES NO We used a consumer report in making our decision.

If YES is checked above, we obtained information from the consumer reporting agency identified below as part of our consideration of your application. The consumer reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you received is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Experian
701 Experian Parkway P.O. Box 2002 Allen, TX 75013
1 888 EXPERIAN (1 888 397 3742)

YES NO We used a consumer report in making our decision.

HCR 4846-7505-4863

If YES is checked above, we also obtained your credit score from the above identified consumer reporting agency and used it in making our credit decision. Your credit score is a number that reflects the information in your consumer report. Your credit score can change, depending on how the information in your consumer report changes.

Your credit score: N/A

Date: 07/18/2014

Scores range from a low of to a high of

Key factors that adversely affected your credit score:

NUMBER OF RECENT INQUIRIES ON CONSUMER REPORT

If you have any questions regarding your credit score, you should contact the consumer reporting agency at:

Experian
701 Experian Parkway P.O. Box 2002 Allen, TX 75013
1 888 EXPERIAN (1 888 397 3742)

YES NO We obtained and used a credit score in making our decision.

If YES is checked above, we obtained information from an affiliate or a third party other than a consumer reporting agency (such as your employer, landlord or credit reference you provided). Our credit decision was based in whole or in part on information obtained from such third party. Under the Fair Credit Reporting Act, you have the right to make a written request, no later than 60 days after you receive this notice, for disclosure of the nature of this information. To obtain this information, you may contact us at:

GO CREDIT
ATTN: Customer Service Department
PO BOX 52526
PHOENIX, AZ 85072

The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, sex, national origin, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

Sincerely,

GO Financial